

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

BRANDON RADCLIFFE,

Plaintiff,

v.

C. R. LAURENCE CO., INC.,

Defendant.

No.

COMPLAINT FOR DAMAGES FOR
WRONGFUL TERMINATION AND
VIOLATION OF THE WASHINGTON
LAW AGAINST DISCRIMINATION

The Plaintiff Brandon Radcliffe alleges:

I. JURISDICTION AND VENUE

1.1 This Court has subject matter jurisdiction over this cause of action under RCW 2.08.010.

1.2 The Plaintiff, Brandon Radcliffe ("Mr. Radcliffe" or "Plaintiff"), is a resident of Maple Valley, King County, Washington, and worked for the Defendant, in Kent, King County, Washington.

1.3 The Defendant, C.R. Laurence Co., Inc. (the "Defendant"), is a California corporation with a principal place of business in Los Angeles, California.

1.4 The wrongful acts alleged by Mr. Radcliffe occurred in whole or in part in Kent, King County, Washington.

1.5 The Court has jurisdiction over this action pursuant to RCW 49.60.030.

1 1.6 Venue is proper in this Court because the acts alleged herein took place in King
2 County, Washington, and the Defendant transacts business in King County, Washington.

3 **II. STATEMENT OF FACTS APPLICABLE TO ALL CLAIMS AND CAUSES OF**
4 **ACTION**

5 2.1 The Plaintiff incorporates by reference and re-alleges paragraphs 1.1 – 1.6 as if
6 fully set forth herein.

7 2.2 In approximately October 2018, the Defendant hired Mr. Radcliffe as a
8 Warehouse Lead in Kent, Washington.

9 2.3 In approximately December 2019, the Defendant moved Mr. Radcliffe to the
10 position of Office Administrative Assistant.

11 2.4 Mr. Radcliffe performed the job of Office Administrative Assistant well, and at
12 all times satisfactorily; however, in approximately late February 2020, he requested that he be
13 placed back into the Warehouse Lead position.

14 2.5 On or about February 29, 2020, pursuant to RCW 43.06.220, Washington State
15 Governor Jay Inslee issued Proclamation 20-05, which proclaimed a State of Emergency for all
16 counties throughout Washington State as a result of the coronavirus disease 2019 (“COVID-
17 19”).

18 2.6 In approximately March 2020, the Defendant moved Mr. Radcliffe back to the
19 position as Warehouse Lead.

20 2.7 Immediately after Mr. Radcliffe returned to the position of Warehouse Lead, the
21 COVID-19 pandemic worsened, particularly in the Greater Seattle area.

22 2.8 Mr. Radcliffe has a disability pertaining to his heart.

23 2.9 The condition was diagnosed as hypertrophic cardiomyopathy, a serious and
24 chronic heart condition which requires a pacemaker.

25 2.10 The Defendant had notice of Mr. Radcliffe’s disability.
26

1 2.11 On or about March 18, 2020, Mr. Radcliffe's cardiologist informed him that,
2 because of his disability, if he was to contract COVID-19, he was at high risk for serious illness,
3 complications, and possibly death.

4 2.12 The Center for Disease Control stated that individuals with hypertrophic
5 cardiomyopathy that contract COVID-19 are at high risk for serious illness, complications, and
6 possibly death.

7 2.13 On or about March 18, 2020, because of his disability, Mr. Radcliffe's
8 cardiologist restricted Mr. Radcliffe from physically being in the work environment.

9 2.14 Mr. Radcliffe informed the Defendant that he was restricted from physically
10 being in the work environment and provided it with a note from his cardiologist.

11 2.15 Shortly after Mr. Radcliffe's last day on the Defendant's premises in Kent,
12 Washington, the facility experienced a COVID-19 outbreak.

13 2.16 Initially, the Defendant placed Mr. Radcliffe on unpaid leave under the Family
14 and Medical Leave Act ("FMLA").

15 2.17 Mr. Radcliffe did not need to be placed on unpaid leave, as he was able to work
16 without restrictions remotely.

17 2.18 The Defendant could have placed Mr. Radcliffe back into the position of Office
18 Administrative Assistant, which would have allowed him to work remotely.

19 2.19 On or about April 13, 2020, pursuant to RCW 43.06.220, Governor Inslee issued
20 Proclamation 20-46, which prevented all employers from failing to provide accommodation to
21 high-risk workers, as defined by the Centers for Disease Control and Prevention, that protects
22 them from risk of exposure to the COVID-19 disease on the job.

23 2.20 Proclamation 20-46 prohibited:

- 24 1. Employers are prohibited from failing to utilize all available options for
25 alternative work assignments to protect high-risk employees, if requested,
26 from exposure to the COVID-19 disease, including but not limited to

1 telework, alternative or remote work locations, reassignment, and social
2 distancing measures;

3 2. Employers are prohibited from failing to permit any high-risk employee
4 in a situation where an alternative work arrangement is not feasible to use
5 any available employer granted accrued leave or unemployment insurance
6 in any sequence at the discretion of the employee;

7 3. In the event the employee's paid time off exhausts during the period of
8 leave, employers are prohibited from failing to fully maintain all
9 employer-related health insurance benefits until the employee is deemed
10 eligible to return to work; and

11 4. Employers are prohibited from taking adverse employment action
12 against an employee for exercising their rights under this Proclamation
13 that would result in loss of the employee's current employment position
14 by permanent replacement.

15 2.21 On or about April 20, 2020, Mr. Radcliffe's cardiologist again submitted a note
16 to the Defendant which stated that he had a disability and that based on the recommendations
17 from Public Health, Seattle & King County, and the CDC, Mr. Radcliffe could not be in that
18 work environment.

19 2.22 On or about July 6, 2020, the Defendant notified Mr. Radcliffe that his protected
20 leave under the FMLA expired.

21 2.23 On or about July 29, 2020, Governor Inslee extended the protections of
22 Proclamation 20-46 through the duration of the state of the emergency.

23 2.24 In July 2020, Mr. Radcliffe requested an accommodation in the form of being
24 allowed to work remotely, via a telephone call to Maria Robinson in Human Resources.

25 2.25 Mr. Radcliffe would have been able to perform the duties of the Office
26 Administrative Assistant remotely.

1 2.26 Instead of engaging in the interactive process with him, Ms. Robinson instructed
2 Mr. Radcliffe to complete further leave paperwork.

3 2.27 Mr. Radcliffe stressed to Ms. Robinson that he did not want to take unpaid leave;
4 he wanted to be accommodated by being allowed to work remotely as the Office Administrative
5 Assistant or other available remote positions.

6 2.28 On or about September 21, 2020, Ms. Robinson notified Mr. Radcliffe that it was
7 determined that his request for a continued leave of absence is considered a proactive step to
8 self-quarantine in conjunction with the pandemic rather than a result of a medical condition.

9 2.29 It stated that if he did not return to work on October 5, 2020, his employment
10 would be terminated.

11 2.30 Mr. Radcliffe repeatedly attempted to discuss this matter with Ms. Robinson, as
12 it was related to a medical condition and his doctor had restricted him from the in-person work
13 environment because of his disability.

14 2.31 Ms. Robinson ignored Mr. Radcliffe's telephone calls.

15 2.32 On October 5, 2020, the Defendant terminated Mr. Radcliffe's employment and
16 ended his healthcare benefits.

17 2.33 As of October 5, 2020, Washington State was still in a state of emergency.

18 2.34 After the Defendant terminated him, Mr. Radcliffe asked that the termination be
19 rescinded and again requested that he be accommodated.

20 2.35 The Defendant ignored Mr. Radcliffe's request for an accommodation.

21 **III. SPECIFIC STATEMENT OF CLAIMS AND CAUSES OF ACTION**

22 3.1 The Plaintiff incorporates by reference and re-alleges paragraphs 1.1 – 2.35 as if
23 fully set forth herein.

24 **CLAIM FOR DISCRIMINATION UNDER THE WASHINGTON LAW AGAINST**
25 **DISCRIMINATION (DISPARATE TREATMENT)**

26 3.2 The Plaintiff is a member of a protected class because he has a disability.

1 3.3 The Plaintiff is qualified for the position he maintained with the Defendant or
2 substantially equal work.

3 3.4 The Plaintiff took an adverse employment action toward him in the form of
4 termination.

5 3.5 The Plaintiff was performing satisfactory work at the time of his need for an
6 accommodation.

7 3.6 The Defendant replaced the Plaintiff with a person without a disability.

8 3.7 The Defendant terminated the Plaintiff from employment because of the Plaintiff's
9 physical limitations in violation of the Washington Law Against Discrimination, RCW 49.60.180.

10 **CLAIM FOR RETALIATION UNDER THE WLAD**

11 3.8 The Defendant retaliated against the Plaintiff for having a disability and for
12 requesting a reasonable accommodation.

13 3.9 The Plaintiff was engaged in the protected activity of requesting a workplace
14 accommodation for his disability.

15 3.10 The Defendant took an adverse employment action when it failed to accommodate
16 the Plaintiff's physical limitation by failing to engage in the interactive process with him and by
17 terminating him for having a disability.

18 3.11 The Plaintiff's disability and request for accommodation prompted the
19 Defendant's actions, which were its failure to accommodate Plaintiff and subsequent termination
20 of him.

21 **CLAIM FOR FAILURE TO ACCOMMODATE UNDER THE WLAD**

22 3.12 The Plaintiff was engaged in the protected activity of requesting a workplace
23 accommodation for his disability.

24 3.13 The Defendant took an adverse employment action when it failed to
25 accommodate Plaintiff's physical limitation by failing to engage in the interactive process with
26 him and by terminating him for having a disability.

1 3.14 The Plaintiff's request for accommodation prompted the Defendant's wrongful
2 action, which was its termination of the Plaintiff.

3
4 **CLAIM FOR WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY**

5 3.1 Washington State's common law recognizes a tort claim for wrongful discharge
6 in violation of public policies.

7 3.2 Pursuant to RCW 43.06.220, Governor Inslee's Proclamation 20-46 created
8 public policy.

9 3.3 In approximately March 2020, the Plaintiff requested an accommodation, as he
10 was unable to be in the physical work environment because of his disability and the COVID-19
11 pandemic.

12 3.4 Instead of accommodating the Plaintiff, the Defendant placed the Plaintiff on
13 unpaid leave and, ultimately, terminated him, in violation of Proclamation 20-46.

14 3.5 Requesting an accommodation for his disability under Proclamation 20-46 was
15 protected activity.

16 3.6 The Plaintiff's disability and request for an accommodation was the reason that
17 the Defendant terminated the Plaintiff's employment.

18
19 **IV. DAMAGES**

20 4.1 The Plaintiff incorporates by reference and re-alleges paragraphs 1.1 – 3.6 as if
21 fully set forth herein.

22 4.2 The Defendant's unlawful conduct with regard to its employment of Plaintiff has
23 caused Plaintiff the following damages:

24 4.2.1 Lost back pay, wages, and benefits in amounts to be established at trial.

25 4.2.2 Lost front pay, future wages, and benefits in amounts to be established at trial.

26 4.2.3 Attorney fees and costs.

 4.2.4 Emotional upset, stress, and anxiety in an amount to be established at trial.

1 4.2.5 Out of pocket expenses, litigation costs, and attorney fees in amounts to be
2 established at trial.

3 Statutory and punitive damages.

4 **V. REQUEST FOR RELIEF**

5 The Plaintiff, Brandon Radcliffe, requests that the court enter judgment against the
6 Defendant as follows:

7 1. Awarding the Plaintiff special damages for lost wages, benefits, and out of pocket
8 expenses in amounts to be established at trial.

9 2. Awarding the Plaintiff general damages for emotional distress in an amount to be
10 established at trial.

11 3. Awarding the Plaintiff reinstatement to his former position with the Defendants or in
12 lieu of reinstatement, awarding the Plaintiff future wage loss in an amount to be established at
13 trial.

14 4. Awarding the Plaintiff actual and reasonable attorney fees, litigation expenses, and
15 costs incurred in this action under RCW 49.60.030.

16 5. Injunctive relief as allowed under RCW 49.60;

17 6. Declaratory relief to the effect that the Defendants have violated the Plaintiff's
18 statutory rights;

19 7. Awarding the Plaintiff prejudgment interest on his lost wages award and economic
20 loss; and

21 8. Awarding the Plaintiff any additional or further relief which the court finds equitable,
22 appropriate or just.

1 DATED June 29, 2021.

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